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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

YOU WALK AWAY, LLC, a California
limited liability company,,

Plaintiff,

v.

CRISIS MANAGEMENT, LLC, an
Arizona corporation, and WALK AWAY
PLAN, LLC, a business entity of unknown
form,

Defendants.

Case No. 08 CV 0529 WQH BLM

**SUPPLEMENTAL DECLARATION
OF JAMES S. RIGBERG IN
SUPPORT OF CRISIS
MANAGEMENT, LLC' S MOTION
TO DISMISS, STAY, OR
TRANSFER VENUE TO THE
DISTRICT OF ARIZONA**

Date: May 19, 2008
Time: 11:00 a.m.
Crtm.: 4
Judge: Hon. William Q. Hayes

I, James S. Rigberg, declare as follows:

1. I submit this Declaration to respond to allegations contained in the Declaration of Nicholas S. Barnhorst in Support of Plaintiff You Walk Away, LLC's Opposition to Defendants' Motion to Dismiss, Say, or Transfer Venue to Arizona (the "Barnhorst Declaration").

2. As set forth in the Barnhorst Declaration, ¶ 3, on March 13, 2008, I received a call on my cellular telephone from Mr. Barnhorst. I advised Mr. Barnhorst that he had called my cell phone and that I would call him back on my office telephone in a few minutes.

1 3. A few minutes later, my partner, David Bray, and I called back Mr. Barnhorst.

2 4. Mr. Barnhorst advised that he had contacted Paul Helbert of Crisis Management,
3 L.L.C. had advised that it had retained me and my firm as counsel with respect to the allegations
4 contained in You Walk Away, L.L.C.'s February 29, 2008 letter, that Crisis Management's use of
5 certain marks infringed on You Walk Away's rights.

6 5. Mr. Barnhorst inquired as Crisis Management's response to You Walk Away's
7 allegations. I advised that, consistently with what Mr. Helbert had already told You Walk Away's
8 representatives a day or so earlier, Crisis Management had not infringed or otherwise violated You
9 Walk Away's rights. I explained that Crisis Management had begun using its marks in commerce
10 prior to You Walk Away using its marks. I also explained that the You Walk Away marks were
11 descriptive and that no evidence existed that these marks had acquired secondary meaning.

12 6. Before I finished explaining Crisis Management's position, Mr. Barnhorst interjected
13 that You Walk Away believed it had evidence that Crisis Management's website was based on You
14 Walk Away's source code. Mr. Barnhorst was suggesting that, in addition to any trademark
15 infringement claims based upon Crisis Management's use of the Walk Away Plan marks, You Walk
16 Away believed that it may have copyright infringement claims based on Crisis Management's
17 website. You Walk Away did not mention any such claims in its February 29, 2008 letter.

18 7. I advised Mr. Barnhorst that I was not advised about any copyright infringement
19 claims and that to respond to the allegations he was making on the telephone, I would, at minimum,
20 need to discuss the matter with my client. The conversation then concluded.

21 8. At no time did I request that Mr. Barnhorst (or his client) provide me or Crisis
22 Management with additional time to respond to any allegations, let alone the allegations contained in
23 the February 29, 2008 letter concerning the Walk Away Plan or You Walk Away marks or any
24 potential trademark infringement claims.

1 I declare under penalty of perjury under the laws of the United States and the State of
2 California that the foregoing matters are true and correct and that this declaration was executed on
3 May 9th, 2008 at Phoenix, Arizona.

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6 James S. Rigberg
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